

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Tracy Proctor,

Court File No. 20-cv-2472 (JRT/DTS)

Plaintiff,

vs.

**DEFENDANT’S ANSWER TO
PLAINTIFF’S COMPLAINT**

Unum Life Insurance Company of America,

Defendant.

Defendant Unum Life Insurance Company of America (“Unum”), for its Answer to Plaintiff’s Complaint, states and alleges as follows: except as hereinafter admitted, qualified or otherwise answered, Unum denies each and every matter, thing and allegation in Plaintiff’s Complaint.

1. Paragraph 1 contains Plaintiff’s representation concerning subject matter jurisdiction and a conclusion of law, to which no response is required. To the extent paragraph 1 contains allegations of fact, they are denied. Unum affirmatively alleges that the Court has subject matter jurisdiction over this dispute and that the cited statutes speak for themselves.

2. Unum is without information sufficient to form a belief as to the allegations in paragraph 2 of Plaintiff’s Complaint.

3. Unum admits the allegations in paragraph 3 of Plaintiff’s Complaint.

4. Unum is without information sufficient to form a belief as to the allegations in paragraph 4 of Plaintiff’s Complaint.

5. Unum is without information sufficient to form a belief as to the allegations in paragraph 5 of Plaintiff's Complaint.

6. With respect to paragraph 6 of Plaintiff's Complaint, Unum admits that it issued group summary of benefits number 606015 002 (the "Summary of Benefits") to Plaintiff's employer for the benefit of its eligible employees. Unum denies the remaining allegations of paragraph 6 of Plaintiff's Complaint. Unum affirmatively alleges that the Summary of Benefits speaks for itself.

7. Unum admits the allegations in paragraph 7 of Plaintiff's Complaint.

8. Unum denies the allegations of paragraph 8 of Plaintiff's Complaint.

9. With respect to paragraph 9 of Plaintiff's Complaint, Unum admits that it denied Plaintiff's claim for long term disability benefits and Plaintiff has exhausted her administrative remedies. Unum denies the remaining allegations in paragraph 9 of Plaintiff's Complaint.

10. Unum denies the allegations in paragraph 10 of Plaintiff's Complaint.

11. Unum denies the allegations in paragraph 11 of Plaintiff's Complaint.

12. Unum denies the allegations in paragraph 12 of Plaintiff's Complaint.

AFFIRMATIVE DEFENSES

1. Plaintiff's causes of action against Unum, if any, arise out of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C § 1001 et seq. To the extent Plaintiff seeks remedies or makes claims not provided for under ERISA, those remedies and claims are preempted by ERISA.

2. Plaintiff has failed to satisfy all conditions precedent to entitlement to additional benefits under the Summary of Benefits.

3. Unum's decision to deny payment of long term disability benefits was correct and was supported by substantial evidence.

4. Unum discharged its duties in the interest of plan participants and, in doing so, acted in accordance with the documents and the instruments governing the plan, the Summary of Benefits, and any obligations that Unum may have under ERISA and the regulations promulgated thereunder.

5. Plaintiff's entitlement to benefits, if any, is subject to offsets or limited benefit periods provisions in the Summary of Benefits.

WHEREFORE, Unum Life Insurance Company of America seeks the following relief:

1. Dismissal of Plaintiff's Complaint with prejudice.
2. For its costs, disbursements and reasonable attorney's fees incurred herein.
3. For such other relief as the Court deems just and equitable.

MESSERLI & KRAMER P.A.

Dated: December 22, 2020

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